

INSURANCE FORM LISTING



State of Wisconsin
Office of the Commissioner of Insurance
Bureau of Market Regulation
P.O. Box 7873
Madison, WI 53707-7873
(608) 266-3585

Ref: Section 601.42 (2), Wis. Stat.
Section Ins 6.05, Wis. Adm. Code

PLEASE REFER TO INSTRUCTIONS WHEN COMPLETING FORM. The instructions may be obtained from the Insurance Commissioner's Office at the above address. ALL LISTINGS SHOULD BE SUBMITTED IN DUPLICATE FOR EACH INSURANCE COMPANY.

1. Company OCI Number 38-2706529	FOR OCI USE ONLY 2. Submission Number 107894
3. Company Name and Mailing Address North Pointe Insurance Company P O Box 2223 Southfield, MI 48037-2223	4. Individual Responsible for This Filing Augustine O. Igwe 5. Telephone Number 248-358-1171 Ext. 186

6. Form Title	7.* Form Number	8. Coverage Class (Numeric)	9. Code (Alpha)	10. Type of Filing	11. Par/ Nonpar (Life & Ann)
Declaration Page NOT IN	HMDEC 0204 FILING	Personal	LSM	D	N/A
Loss of Use Endt	NP 01 01 04 03	Property	LSM	R	N/A
12 Months Extension Clause	NP 01 04 10 95	And	LSM	R	N/A
Wobbler Syndrome Extension	NP 01 05 10 95	Multi-	LSM	R	N/A
Cid Exclusion	NP 01 06 10 95	Peril +	LSM	P	N/A
Emergency Colic Surgery Expense	NP 01 16 10 95	Farm	LSM	R	N/A
Major Medical Endorsement	NP 01 58 01 03	Owner	LSM	J	N/A
Guaranteed Renewal Endorsement	NP 01 59 01 00		LSM	R	N/A
Policy & Jacket	NP 01 62 04 04		LSM	D	N/A
Veterinarian's Examination	NP 04 42 02 04		LSM	A	N/A
Livestock Application	NP 04 43 02 04				

*Entries in this column should not be more than 30 characters including spaces.

If more space is required, use additional forms

12. ☒ Certification of Compliance (Forms)
Ref. s. Ins 6.05, Wis. Adm. Code

14. Are Rates Included With This Filing? ☒ Yes ☐ No

13. ☐ Certification of Readability (Forms)
Ref. s. Ins 6.07, Wis. Adm. Code

2-20-04 NO COPY FOR CD

DATE RECEIVED

FOR OFFICE USE ONLY

2004 FEB 20 11:52

DEEMED APPROVED in accordance
with s.631.20(1), Wis. Stat.
FOR USE AFTER **3-21-04**
Commissioner of Insurance
State of Wisconsin

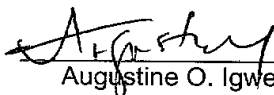
FORM FILING APPROVED

Date Approved: _____
Initials: _____

CERTIFICATE OF COMPLIANCE

I Augustine O. Igwe, an officer of North Pointe Insurance Company, hereby certify that I have authority to bind and obligate the company by filing this form. I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form as identified by the attached listing comply with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance;
2. The form does not contain any inconsistent, ambiguous, or misleading clauses;
3. The form does not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form;
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated pages N/A of the attached form or in an attachment; and
5. The attached form is in final printed format and typed facsimile and will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.

	Assistant General Counsel	2-19-04
Augustine O. Igwe Signature	Title	Date

Individual responsible for this filing:

Augustine O. Igwe	Assistant General Counsel	2-19-04
Name	Title	Date

28819 Franklin Road, Southfield, MI 48034	248-358-1171 Ext. 186
Address	Phone



February 19, 2004

Wisconsin Office of the Commissioner of Insurance
Bureau of Market Regulation
Forms, Rates/Rules
121 East Wilson Street
Madison, WI 53702-7873

RECEIVED
FEB 20 PM 1:52
WISCONSIN DEPT. OF REVENUE

RE: North Pointe Insurance Company ("North Pointe")
NAIC #27740
FEIN #38-2706529
Livestock Mortality Insurance Program
Property and Casualty Form, Rate and Rules Filing
Our Company File No. NP-04-01-LMIP-WI
Edition Identification: 04/04

To Whom It May Concern:

Enclosed please find North Pointe's new property and casualty forms, rates, and rules in connection with our Livestock Mortality Insurance Program. This filing is proposed to be effective April 1, 2004. We have also enclosed the following:

1. Insurance Form Listing (OCI 26-015)
2. Property & Casualty Rate/Rule Transmittal Form (OCI 26-400)
3. Certificate of Compliance
4. Policy Forms
5. Guidelines (which includes rules and rates)
6. Self-addressed, stamped envelope

Please forward all correspondence to:

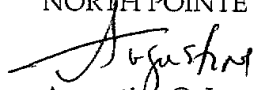
Augustine O. Igwe
28819 Franklin Road, Suite 300, Southfield, MI 48034
(800) 229-6742; fax: (248) 359-9937
email: gigwe@npic.com

Wisconsin Office of the Commissioner of Insurance
February 19, 2004
Page 2

Thank you for your kind attention to this matter. If there are any questions, please do not hesitate to contact me.

Very truly yours,

NORTH POINTE INSURANCE COMPANY

A handwritten signature in dark ink, appearing to read "Augustine", is written over the printed name.

Augustine O. Igwe
Assistant General Counsel

AOI/rd

Enclosures

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LIVESTOCK MORTALITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LOSS OF USE ENDORSEMENT
(ACCIDENT, ILLNESS OR DISEASE)**

This endorsement modifies the insurance provided under the following:

LIVESTOCK MORTALITY POLICY

- A. We will pay 60% of the value of the animal at the time of the accident, illness or disease or 60% of our liability as specified in the Declarations or the Schedule, WHICHEVER IS LESS (WE KEEP THE ANIMAL); or
- B. We will pay 50% of the value of the animal at the time of the accident, illness or disease or 50% of our liability as specified in the Declarations or the Schedule, WHICHEVER IS LESS (YOU KEEP THE ANIMAL), if the animal:
 - 1. becomes totally and permanently unfit for the use shown in the Declarations or Schedule as a result of an accident, illness or disease;
 - 2. is injured in an accident, or an illness or disease is discovered, on a clearly identifiable day during the policy period; and
 - 3. does not require destruction for humane reasons.
- C. We will not pay for any claim resulting directly from:
 - 1. any condition, whether clinically in evidence or not, that existed, was diagnosed or treated prior to the effective date of this coverage;
 - 2. the failure of an animal to perform at a level, or in a division or class as warranted or represented by:
 - a. a seller;
 - b. a trainer;
 - c. a veterinarian; or
 - d. any other party.
 - 3. an animal determined infertile, impotent or unable to breed;
 - 4. an animal refusing to perform or being taken out of training because it has become ring sour;
 - 5. the failure of an animal to match, repeat or exceed its previous best effort;
 - 6. an animal refusing to accept a method of or change in training necessary to show at a different level or in a different division or class;
 - 7. any scar, blemish, lesion, or similar cosmetic flaw that disqualifies an animal from competing at a show, or in a division or class for which it is intended; and
 - 8. any claim due to chronic, degenerative lameness to include but not limited to:
 - a. navicular disease;
 - b. arthritis;
 - c. degenerative joint disease;
 - d. lyme disease; or
 - e. bone spavinsare not covered under this endorsement.
- D. You will comply with the following conditions before we accept any claim under this endorsement:
 - 1. Give us immediate notice of any accident, illness or disease by:
 - a. Telephone, or
 - b. Facsimile transmissionOur 24 hour claims telephone number is provided with the policy.
 - 2. Within 14 days of any accident, illness or disease, you will provide us with a full veterinary report by a qualified Veterinarian, which will include:
 - a. a description of the accident, illness or disease suffered;
 - b. the treatment rendered; and

- c. the opinion of the Veterinarian, as to the animal's fitness for use as described in the Schedule.
- 3. We have the right to appoint a Veterinarian of our choice to examine the animal after you notify us of the accident, illness or disease.
- 4. Your policy will be cancelled for any of the following reasons:
 - a. nonpayment of premium; or
 - b. if the policy was obtained through a material misrepresentation; or
 - c. violation of any of the terms and conditions of the policy; or
 - d. if the risk originally accepted has measurably increased.

The notice of cancellation will be mailed at least thirty (30) days prior to the effective date of cancellation during the first sixty (60) days of coverage. After the coverage has been effective for sixty-one (61) days or more, all notices must be mailed at least sixty (60) days prior to the effective date of cancellation. All such notices shall include a specific explanation of the reason or reasons for cancellation and shall be mailed to the named insured, mortgagee or lienholder, if known, at the last mailing address known to us. However, where cancellation is for nonpayment of premium, the notice of cancellation must be mailed at least ten (10) days before the effective date of the cancellation.
- 5. If a claim is paid under this endorsement or the policy to which it is attached, the insurance on the animal for which the claim is paid:
 - a. will terminate; and
 - b. no return premium will be paid.
- 6. If 60% is paid under this endorsement, we have the right, with respect to that animal, to take:
 - a. unimpaired title to; and
 - b. possession of the animal; and
 - c. all documents relating to the animal.
- 7. If you have other insurance covering the insured animal for loss of use, we will be released from all liability:
 - a. whether or not such insurance is valid or collectible; and
 - b. unless such other insurance is endorsed in this insurance.
- 8. Upon prior agreement by you and us, any disagreement between your or our Veterinarian over the incapacity of the insured animal will be referred to an independent Veterinarian:
 - a. mutually agreed to be you and us; and
 - b. who will act as arbitrator.

The decision made by the independent Veterinarian will be binding.
- 9. We will pay a claim which occurs 90 days after the expiration date of this policy if the animal sustains an accident, illness or disease during the policy term and we are advised during the policy term but the accident, illness or disease did not manifest itself as permanent incapacity until after the expiration date of the policy. Claims will be recoverable under this extension providing the permanent incapacity is agreed upon by both your and our Veterinarians.
- 10. The provisions of this endorsement apply only to claims for loss of use and do not extend to mortality.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

TWELVE MONTHS EXTENSION CLAUSE

This extension period provided in the policy will be continued:

1. until the accident, illness or disease is no longer life threatening;
2. for a total period, including the original extension periods, not to exceed 365 days;
3. with the Company's consent; and
4. upon payment of additional premium.

In the event of this extension applying to a HORSE which is over 13 years of age at expiration of the original extension period then the sum insured of such HORSE shall be

reduced by the following:

- 25% on a 14 year old;
- 33% on a 15 year old; and
- 40% on a 16 year old.

This extension shall not apply to a HORSE which is, at the expiration of the original policy, 17 years old or over.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

WOBBLER SYNDROME EXTENSION

Coverage under the policy is extended to include human slaughter of any insured animal suffering from Wobbler Syndrome or other neurological disorders resulting in Ataxia of a chronic nature.

This diagnosis must be:

1. performed by a Veterinary Surgeon; and
2. approved by the Company.

**ALL OTHER TERMS AND CONDITIONS OF
THE POLICY REMAIN THE SAME.**

CID EXCLUSION

It is hereby understood and agreed that death as a direct or indirect result of Combined Immunodeficiency (C.I.D.) and or Cerebellar Abiotrophy (cerebellum disease) is excluded.

ALL OTHER TERMS AND CONDITIONS OF YOUR POLICY REMAIN UNCHANGED.

EMERGENCY COLIC SURGERY EXPENSE COVERAGE

(The information required below may be shown on the "declarations".)

This endorsement modifies insurance provided under your LIVESTOCK MORTALITY LIMITED THEFT AND SPECIFIED PERILS POLICY.

- A. If a "Covered Animal" listed in the Declarations, Schedule(s) or Endorsement(s) includes the designation 'Covered For Colic Surgery Expense', we will pay for eighty (80) percent of "reasonable and customary fees" you incur for that Animal for:
1. "Emergency colic surgery";
 2. Associated post-operative care; and
 3. "Third party emergency transportation".
- B. We will not pay any fee, cost or expense incurred for:
1. Any colic or impaction or torsion treatment or surgery that is not "emergency colic surgery";
 2. Any test, examination or procedure performed after the "Covered Animal" is dead; or
 3. A "Covered Animal" that has suffered colic or impaction or torsion in the twelve (12) months prior to the effective date of this coverage.
- C. Limits of Insurance
1. THE MOST WE WILL PAY per "Covered Animal" per Policy Period under this Coverage Endorsement is the lesser of:
 - a) Fifty (50) percent of the limit of insurance shown for the "Covered Animal" in the Declarations, Schedule(s) or Endorsement(s); or
 - b) \$2,500.00.
 2. Coverage for associated post-operative care expense is limited to:
 - a) Fifty (50) percent of the surgical fee for "emergency colic surgery"; and
 - b) No more than fifteen (15) days treatment from the time of the covered "emergency colic surgery".
 3. Coverage for "third party emergency transportation" expense is limited to \$300.00.
- Payments under C.2. or C.3. above will not increase the total limit of insurance under C.1. above.

D. Additional Conditions Applicable

1. The "emergency colic surgery" must be performed;
 - a) During the Policy Period; and
 - b) By a licensed veterinarian in:
 - (1) an equine surgical clinic, or
 - (2) a school of veterinary medicine, located within the continental United States or Canada.
2. Within sixty (60) days after "emergency colic surgery", you must file with us a statement of loss that includes:
 - a) a report signed by the attending licensed veterinarian describing the "emergency colic surgery" performed and the "Covered Animal's" condition; and
 - b) copies of paid, itemized bills showing all fees, costs and expenses for "emergency colic surgery", associated post-operative care and "third party emergency transportation".
3. If other insurance also covers the loss, we will pay our share of the loss. Our share of the loss is the proportion that our Limit of Liability bears to the total of all applicable limits.

E. Definitions Applicable

1. "Emergency colic surgery" means any corrective, surgically invasive procedure performed under general anesthesia used in the treatment of acute abdominal pain of the equine large and/or small intestine.
2. "Third party emergency transportation" means the transportation of the "Covered Animal" to a school of veterinary medicine or an equine surgical clinic for "emergency colic surgery" by an independent contractor, who is not an employee or a relative of yours.
3. "Customary and reasonable fees" means fees that are:
 - a) Within the range of usual fees for the same or a similar service or supply billed by most veterinarians within a given area; or
 - b) Justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particular case.

LIVESTOCK MORTALITY PROGRAM MAJOR MEDICAL ENDORSEMENT

(The information required below may be shown on the "Declarations".)

In consideration of an additional premium set forth below, it is agreed that this policy is extended to provide reimbursement for covered veterinarian fees including surgical and major illnesses/diseases as defined below.

Name of horse/horses covered under this endorsement are located on the Declarations page.

Limit:

The total aggregate limit of \$7,500.00 per covered animal or **100% of the mortality limit of insurance on the insured animal per policy**, whichever is less will apply.

Covered Charges:

Medical treatment - reasonable, necessary and customary charges, for the area, by a licensed veterinarian necessitated by accident or illness.

Deductible:

\$250.00 each separate claim during the Period of Insurance. In the case of any recurring conditions during the policy period, a separate \$250.00 deductible will apply to each separate occurrence.

Exclusion:

1. Accident, injury or illness contracted prior to the effective date of this endorsement and any recurrence thereof, including but not limited to EPM.
2. Expenses incurred for other than reasonable and necessary medical treatment, such as veterinary travel or animal transportation fees.
3. Any voluntary surgery including but not limited to castration, caslick's operations and cosmetic surgery.
4. Any treatment normally associated with the maintenance of a healthy animal.
5. Malicious or willful injury or poisoning or gross negligence whether or not caused by the insured.
6. Any animal used for racing.

7. Any animal under 30 days or over 15 years of age.
8. Any congenital birth defect, such as umbilical hernia, contracted tendons, etc., whether evident or not at the inception of the policy.
9. This coverage does not include after-care except when surgery is performed. If surgery is performed, the limit of after-care cannot exceed 50% of the cost of the surgery and extend to no more than 15 days from time of surgery.
10. Boarding and hospitalization charges, unless it is at a licensed veterinarian clinic.
11. Any lameness not brought about by accidental, violent and external means including, but not limited to, navicular disease, arthritis and degenerative joint disease.
12. We will pay 50% of diagnostic tests including, but not limited to, x-rays.

In the Event of a Claim:

1. All illnesses or injuries must be immediately reported, as stipulated in your Livestock Mortality Policy under "Insured's Responsibilities".
2. Coverage for medical treatment related to a covered medical condition is limited to 120 days from the date of the first treatment.

Payment of Claim:

For the purpose of this endorsement only, you must file with us or our agency, proof of claim which is:

1. A report signed by the treating veterinarian describing the medical treatment performed and describing the animal's condition, and
2. Copies of all service bills for which the claim is made, and
3. Filed within 60 days after medical treatment.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

LIVESTOCK PROGRAM
GUARANTEED RENEWAL ENDORSEMENT
(The information required below may be shown on the "declarations".)

Guaranteed Renewal Clause

We guarantee that we will renew this policy provided that:

1. You provide us with a renewal application prior to the expiration of this policy;
2. You pay the renewal premium;
3. There has been no lapse in coverage; and
4. You have complied with all of the terms and conditions of this policy.

We will not require a Veterinarian Certificate of health for any animal that is covered by this policy when it expires.

All values, upon renewal, are subject to review and revision based upon current fair market value, except if an animal is sick or injured when this policy expires, we will not reduce it's insured amount unless asked to do so by you.

The premium that will be charged for the renewal policy will be calculated using our rates that are in effect at the time of renewal.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

I. DEFINITIONS

YOU and YOUR - the named insured shown on Page One.

WE, US and OUR - North Pointe Insurance Company.

Humane Destruction - destruction of an animal to prevent excessive continued suffering due to an incurable injury or terminal disease. AAEP - Euthanasia guidelines and justification:

- I. Guidelines for recommending euthanasia - The AAEP Equine Insurance Committee with the concurrence of all insurance industry representatives present recommended that the following criteria be considered in evaluating the immediate necessity of intentional destruction of a horse.

1. Is the condition chronic and incurable?
2. Is the immediate condition a hopeless prognosis for life?
3. Is the horse a hazard to himself or his handlers?
4. Will the horse require continuous medication for the relief of pain for the remainder of his life?

(Approved by the AAEP Executive Board, 1980 Annual Meeting.)

- II. Euthanasia Justification - Justification for euthanasia of a horse for humane reasons should be based on medical and not economic considerations; and, further, the same criteria should be applied to all horses regardless of age, sex or potential value.

(Approved by the AAEP Executive Board, 1960 Annual Meeting.)

Agreed Value: If a covered loss occurs, we will pay you the full amount that the animal is insured for under this policy at the time of loss.

II. INSURING AGREEMENT

WE will provide the insurance described in this policy in consideration of:

1. YOUR compliance with all the terms of the policy; and
2. the payment of premium.

III. COVERAGES

A. Mortality

We will insure the livestock against death which results, directly or indirectly from:

1. illness;
2. accident; or
3. disease.

B. Limited Theft

WE will insure the livestock against:

1. theft; and
2. death resulting directly from such theft.

In no event will we be responsible or reimburse you for any ransom or reward which is offered or paid on the livestock.

WE will insure the livestock against theft on the following conditions:

1. if for at least 12 months prior to this insurance;
 - a) no threats were made against YOU or any animal; and
2. if a theft occurs, OUR liability begins:
 - a) 90 days from the date YOU advise US of the theft; and
 - b) provided the animal was not recovered in that time.
3. the amount of OUR liability will not exceed the lesser of:
 - a) 90% of the animal's Fair Market Value at the time of loss; or
 - b) 90% of the amount for which the animal is covered as shown on Page One or in the Schedule.
4. WE have the right to title and possession of the animal if:
 - a) it has been recovered after theft;
 - b) WE have paid a claim prior to the recovery; and
 - c) YOU fail to return the payment to US.
5. the coverage on a female of the species does not include an embryo within the female.

C. Specified Perils

WE will insure the livestock against death or destruction caused by or made necessary from the following perils:

1. lightning or fire, or smoke caused by either;
2. collision, derailment or overturning of railroad conveyances, except as a result of coupling operations;
3. collision, stranding, sinking or burning of vessels including general average and/or salvage charges incurred in such instances, on inland waterways only;
4. collision or overturning of a vehicle conveying YOUR covered animal(s), unless involved with other vehicles owned or operated by or in the use, custody or control of:
 - a) YOU;
 - b) YOUR employees or agents;
 - c) a bailee;
 - d) members of YOUR family;
 - e) anyone at YOUR direction;

5. windstorm, cyclone, tornado, hail, explosion, aircrafts and objects falling from them;
6. collapse of bridges or culverts, earthquakes and/or floods; and
7. accidental injury while on board or being loaded into or unloaded from any aircraft or land transport vehicle:
 - a) licensed for passengers and/or cargo; and
 - b) in transit within the U.S. and Canada.

D. Optional Perils

WE will insure the livestock against the following perils:

1. accidental shooting except by:
 - a) YOU; or
 - b) YOUR employees or agents; or
 - c) a bailee; or
 - d) members of YOUR family; or
 - e) anyone at YOUR direction;
2. artificial electricity;
3. attack by dogs or wild animals (visible, external evidence of attack is required);
4. drowning; or
5. collapse of building.

IV. PAYMENT OF LOSS

This is a **Fair Market Value** policy and not an agreed value or a stated value policy.

If a covered loss occurs, WE will pay YOU the Fair Market Value for the animal at the time of loss unless otherwise specified in this policy or in an applicable endorsement. The Fair Market Value may be less than the Limit of Liability as shown on Page One but at no time will OUR payment exceed the Limit of Liability as shown on Page One.

If YOU race or enter an animal in a claiming race, WE will pay YOU no more than the amount for which the animal could have been claimed in its last claiming race. The amount for which the animal could have been claimed will be used to determine the Fair Market Value of the animal. This amount may not exceed the Limit of Liability as shown on Page One.

Unless otherwise stated, all claim payments will be made to you.

V. EXCLUSIONS

WE will not cover any loss resulting directly or indirectly, from:

1. use of the animal for any purpose other than that shown on Page One or in the Schedule;
2. surgical operations, unless:
 - a) required only in an attempt to prevent death or humane destruction; and

- b) performed and certified by a licensed veterinarian; and
- c) authorized by US;
3. administration of drugs, medication or inoculation, unless:
 - a) required because of accident, illness or disease; and
 - b) administered by or at the direction of a licensed veterinarian;
4. mysterious disappearance or escape;
5. livestock being loaded on an aircraft with any stock to which they may have a natural dislike;
6. intentional slaughter. However, this exclusion will not be used as a defense if:
 - a) WE agreed to the destruction of the animal; or
 - b) the animal suffers an injury or contracts an excessively painful illness. A qualified veterinary surgeon, appointed by US, must certify that the animal's suffering is:
 1. incurable; and
 2. so excessive that immediate destruction is necessary for humane reasons;
 - c) while in air transit, the animal becomes uncontrollable (berserk) and the Captain ordered its destruction for the safety of the aircraft, its passengers or crew;
7. malicious, willful or intentional acts or omissions by:
 - a) YOU; or
 - b) YOUR agents, employees, bailees or family members;
8. confiscation, nationalization or requisition;
9. nuclear reaction, radiation, or radioactive contamination;
10. destruction (as a result of a governmental order) due to exposure to or contraction of any communicable disease;
11. war declared or undeclared, civil war, insurrection, rebellion;
12. revolution, military acts of aggression, any use for a military purpose; and
13. voluntary parting with the title or possession of an animal because of:
 - a) fraud;
 - b) trick; or
 - c) false pretense.

VI. CONDITIONS

A. Territory Coverage

Unless otherwise endorsed, WE will not be liable for any claim on any animal that is removed from:

1. the U.S.; and/or
2. Canada.

B. Insurability Requirement

Unless otherwise endorsed, WE are not liable for any claim on an animal that:

Suffered from an illness or injury, prior to the inception of this policy and which injury or illness was NOT disclosed on YOUR application provided you owned the animal at the time of the injury and it occurred within the past twelve (12) months.

C. Thirty Day Extension

If the policy is issued on an annual basis OUR liability will be extended to cover death which occurs:

1. within 30 days after the policy terminates; and
2. as a result of an accident, illness or disease that:
 - a) occurred during the term of the policy; and
 - b) YOU reported it immediately to US and before the policy expired.

D. Automatic Extension

If ALL YOUR insured livestock is insured with US, all livestock subsequently acquired through claiming races or authorized sales are covered:

1. Subject to OUR receiving notice that insurance is desired within 5 days from time of acquisition;
2. YOU are the sole owner and purchaser; and
3. In consideration of the premium to be charged and paid.

OUR Limit of Liability will be for the Fair Market Value at the time of acquisition, not to exceed the highest limit of liability scheduled for any animal covered by this policy at inception.

E. Remains, Disposal and Salvage

It is YOUR duty to dispose of the remains of any animal, but only after receiving prior approval by us. We will reimburse you up to \$100.00 for disposal of the remains of the animal for a covered loss.

F. Insured's Responsibility

In case of injury or illness to an animal, YOU must:

1. immediately notify US or OUR agent by telephone or facsimile;
2. employ a licensed veterinarian, at YOUR expense, to treat the animal; and
3. secure proper care and, if required, allow the animal to be removed for treatment, at YOUR expense.

If the animal dies or is stolen, YOU must:

1. immediately notify US or OUR agent by telephone or facsimile, and in the case of theft, also the local police or F.B.I.;
 2. in the case of death, have a postmortem examination done, at YOUR expense, by a licensed veterinarian approved by US or OUR agent;
 3. give US, within 60 days, a copy of:
 - a) the death certificate; and/or
 - b) the postmortem examination report; and
 - c) YOUR signed and sworn proof of loss;
 4. cooperate with the investigation by:
 - a) giving US any relevant records or documents WE might need;
 - b) submitting to an examination under oath; and
 - c) if it is within YOUR power, have any persons with knowledge of the death or theft submit to an examination under oath.
- Failure to comply with all of these conditions shall constitute grounds for denial of your claim.

G. Termination of Your Ownership

Insurance will cease on any animal in which YOU have, temporarily or permanently, given up all or part of YOUR ownership rights:

1. by lease;
2. by sale; or
3. for any reason.

H. Surgical Operations

YOUR policy may be extended to cover death of any animal resulting from a surgical operation (including castration) which is not being performed to save the animal's life. YOU must:

1. apply for this extension of coverage and notify US at least 7 days prior to the operation; and
2. pay US an additional premium, if required.

I. Other Insurance

If other insurance also covers the loss, we will pay our share of the loss. Our share of the loss is the proportion that our Limit of Liability bears to the total of all applicable limits.

J. Suit Against Us

YOU may not bring legal action against US unless:

1. YOU have complied with all the terms of this policy; and
2. it is begun within 12 months after date of claim.

If this limitation is contrary to the laws of the state where the policy is issued, it is amended to comply with said law.

K. Bailee Clause

The proceeds of this insurance may not be assigned to any carrier, bailee or other party. If YOU breach this condition, the policy will become null and void.

L. Our Right To Recover

Upon making payment of a claim under this policy, YOU agree to:

1. assign US YOUR rights and remedies against any party;
2. execute all documents required to effect such assignment of YOUR rights; and
3. give US the right to sue in YOUR name at OUR expense.

M. Modification of Contract

No agent can change this policy or alter its terms. Its terms may not be changed or waived unless an endorsement is issued by US.

N. Conformity With State Statutes

This policy is amended to comply with the statutes of the jurisdiction:

1. on the effective date; and
2. where it is issued.

O. Arbitration

If YOU and WE do not agree on the settlement of any claim under this policy, either YOU or WE have the right to demand that the issue be determined by arbitration.

In that event, YOU will select and pay for one arbitrator. WE will select and pay for another arbitrator. These arbitrators will then select a third. If they cannot agree upon a third arbitrator within 30 days, a judge in a court of record in the county where the arbitration is pending will appoint a third arbitrator.

WE and YOU will share equally the expenses of the third arbitrator and all other arbitration expenses. Attorney fees and witness fees are not arbitration expenses. They must be paid by the party incurring them.

Arbitration will take place in the county where YOU live, unless otherwise agreed. Local rules of law as to procedure and evidence will apply. The written decision of any two arbitrators will be binding on both parties, subject to the terms of this insurance. Judgment on the award by the arbitrators may be entered in any court having jurisdiction.

Cancellation.

Your policy will be cancelled for any of the following reasons:

- a. nonpayment of premium; or
- b. if the policy was obtained through a material misrepresentation; or
- c. violation of any of the terms and conditions of the policy; or
- d. if the risk originally accepted has measurably increased.

The notice of cancellation will be mailed at least thirty (30) days prior to the effective date of cancellation during the first sixty (60) days of coverage. After the coverage has been effective for sixty-one (61) days or more, all notices must be mailed at least sixty (60) days prior to the effective date of cancellation. All such notices shall include a specific explanation of the reason or reasons for cancellation and shall be mailed to the named insured, mortgagee or lienholder, if known, at the last mailing address known to us. However, where cancellation is for nonpayment of premium, the notice of cancellation must be mailed at least ten (10) days before the effective date of the cancellation.

Q. Premium Refund

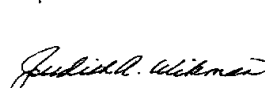
If the policy is canceled or reduced at the request of either YOU or US, the earned premium will be computed on a pro rata basis.

The minimum earned premium for the cancellation of this policy will be the pro rata share of the annual premium or \$25.00, whichever is greater.

R. Concealment or Fraud

This policy is void if YOU have concealed or misrepresented any material fact or circumstance relating to this insurance.

IN WITNESS WHEREOF, WE have executed and attested YOUR policy, but YOUR policy will not be valid unless countersigned by OUR authorized representative.



Judith A. Wikman
Secretary



B. Matthew Petcoff
President



NORTH POINTE INSURANCE COMPANY

28819 Franklin Road, Suite 300

Southfield, MI 48037-2223

(248) 358-1171 (800) 229-6742 Fax (248) 357-3895

VETERINARIAN'S EXAMINATION

I have examined the following animal(s) and have seen them in motion at the walk or trot.

A) _____ B) _____ C) _____

Insured Name _____

To the best of your knowledge:

A

B

C

1. Is the pulse and respiration normal?			
2. Is temperature above or below normal?			
3. Any eye problems?			
4. Any heart problem? (i.e., heart murmur)			
5. Any history or evidence of bleeder?			
6. Any history or evidence of nerving?			
7. Has Horse been fired or blistered?			
8. Any other operation been performed?			
9. Has horse been ill within the past twelve months?			
10. Any likelihood of future danger to life or limb as result of operation or illness?			
11. Is there any lameness, unsoundness of limb or faulty conformation?			
12. If mare, is she in foal?			
13. Any past breeding or foaling problems?			
14. If male, any problems with testicles?			
15. Vices or objectionable habits?			
16. Any indications of contagious disease on premises or in area?			
17. Any other medical facts affecting insurance?			
18. Date of last worming and frequency?			
19. In your opinion, how will any condition noticed affect the life or usefulness of the animal?			
A.			
B.			
C.			

ADDITIONAL FOR FOALS UNDER 150 DAYS (Newborn foals must be examined at 24 hours, not before)

1. Was birth normal, no complications?
2. Is foal an orphan?
3. Has foal received any medication?
4. CBC normal on this date?
5. IGG test results:

Signature	
Address	
Office Phone	
Date	Time



LIVESTOCK APPLICATION

Name of Owner in Full:						Occupation:		
Postal Address:								
City:			State:		Zip:		Phone:	
<input type="checkbox"/> Full Mortality			<input type="checkbox"/> Limited Mortality			<input type="checkbox"/> Major Medical		
Name of Horse	Breed	Sex	Age	Use	Date Purchased	Cash Price Paid	Current Value	Amount to be insured
Are the horses to be stabled at night? <input type="checkbox"/> Yes <input type="checkbox"/> No				Will they be kept in enclosed paddock? <input type="checkbox"/> Yes <input type="checkbox"/> No				
For what purpose are the horses kept or employed.						Are you sole owner of horse? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are there any leases or mortgages on any of the horses? If so, give details.								
Are the horses sound and healthy <input type="checkbox"/> Yes <input type="checkbox"/> No								
Give full particulars of defects or ailments, illness or disease, lameness, injury or physical disability of any horse to be insured during the last 12 months?								
Has the horse ever been fired or blistered? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, give details:								
Has any horse been examined or treated by a veterinarian during the last 12 months for any of the items listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when and for what?								
Is there any contagious or infectious disease on the premises now?						<input type="checkbox"/> Yes <input type="checkbox"/> No		
Has there been any contagious or infectious disease during the past 12 months?						<input type="checkbox"/> Yes <input type="checkbox"/> No		
Has any horse been tested for any infectious diseases? <input type="checkbox"/> Yes <input type="checkbox"/> No						Is so, what was the result?		
How long have the horses been in your possession or care?								
Are the horses now insured or have they been insured previously? <input type="checkbox"/> Yes <input type="checkbox"/> No						If so, give details including names of insurers.		
Has any insurer ever declined or refused to renew your livestock insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No						If so, give details.		
Do you have any other horses that are insured? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, give details.								
How many horses have you lost during the last 3 years?								
State cause and date of death in each case of any horses lost during the last 3 years.								
Have you been paid claims on livestock at any time? <input type="checkbox"/> Yes <input type="checkbox"/> No						If so, state how many, amount(s) and name(s) of insurer(s).		
Are there any other circumstances within your knowledge or opinion not already disclosed, affecting or likely to affect the proposed insurance?								
Do you understand that immediate notice must be given to the Company upon any injury, illness, operation, disease or death of an insured horse?								
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.								

State the full name and address of your licensed veterinarian.				
PERFORMANCE RECORD FOR THE LAST 12 MONTHS				
Showing Name	Show	Location	Wins	Show Monies Earned
STALLION QUESTIONS				
Is any animal to be sold, or let on mortgage, commission, lien or hire? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If so, give details.				
In respect of each of the stallions, state:				
Date of beginning and ending of service season.		Present Service Fee.		
Service fee last season.		Whether service fee is on "no foal-no fee" basis.		
Amount actually earned in last full season.		Amount actually earned current season to date.		
Bookings for remainder of current season.		Bookings for next season.		
PREGNANT MARES				
Name	Date Due to Foal	Fee Paid For Covering	Year of Last Foaling	Supply Mares Foal Record
DECLARATION				
<p>I, the undersigned, hereby apply to insure the above mentioned animals owned by me, subject to the terms and conditions of the Policy to be issued, and I declare that to the best of my knowledge and belief the above statements are true and complete and that I have not withheld any material information.</p> <p>Signing this Form does not bind the Applicant to complete the insurance but it is agreed that this Form shall be the basis of the Contract should a Policy be issued and if anything be falsely stated or information withheld to influence the Company's decision the insurance contract will be null and void.</p> <p>Dated: _____ Signature of Applicant: _____</p>				
Agency Name: _____				
Desired Effective Date: _____				